

# Terms of business

MEDIAMATCH CREATIVE RECRUITMENT ("the Agency")



## • TEMPORARY STAFF

1. In consideration by you accepting the services of any contract/temporary personnel introduced by the Agency you are deemed to have agreed to these terms of business. For the avoidance of doubt "Introduced" shall mean the providing of an applicants name to you and introduction shall be construed accordingly.
2. The Agency assumes responsibility for payment of remuneration, deduction and payment of all statutory contributions in respect of Earnings Related Insurance and the administration of Schedule E Income Tax (PAYE), applicable to temporary staff as required by law.
3. With regard to any personnel introduced by the Agency, you confirm that you will comply with all Statutes and regulations in force and any internal procedures that you impose on your own staff. You will indemnify the Agency in full against any breaches of this clause.
4. Temporary staff charges are agreed at the commencement of each contract. All accounts are payable within 2 days on receipt of our invoice, since the major proportion of our charges is in respect of wages already paid out. The weekly time sheets, signed by your authorised signatory, shall be binding.
5. We endeavour to ensure that contract/temporary personnel supplied will be satisfactory to your requirements. However, you are asked to satisfy yourself as to the suitability of contract/temporary personnel within the first four hours of work. Within this period, if the contract/temporary worker is found to be unsuitable, no charge for those four hours will be made. We will endeavour to find a suitable replacement as soon as possible.
6. The supervision, direction and control of contract/temporary personnel assigned to you is your responsibility for the duration of the booking. This includes providing adequate insurance and satisfying yourself of the contract/temporary personnel's ability to operate any equipment, machinery and/or vehicle which that person may be called upon to operate.
7. If within six months of our introduction to you of contract/temporary personnel or the completion by that person of his or her assignment with you (whichever shall be the later), either you agree to engage or make use of that person in any capacity whether contract/temporary or permanent otherwise than directly through us, you will be liable to us for an introduction fee in accordance with our terms of business for Permanent Staff. This will also apply if you introduce the contract/temporary personnel to another employer.

## • PERMANENT STAFF

1. In consideration of you engaging an applicant or agreeing to make use of an applicant introduced by the Agency in the position offered or in any other position within a period of six months from the date of introduction you are deemed to have accepted these terms of business and to have agreed to pay our introduction fee as set out below. For the avoidance of doubt "Introduced" shall mean the providing of an applicants name to you and introduction shall be construed accordingly.
2. If you or a member of your staff refer an applicant introduced by us to some other person or body and that person or body within six months of the introduction of the applicant to you engages that applicant in any capacity, you will be liable for our introduction fee, just as if you had engaged the applicant.
3. The "Salary" will be deemed gross of any tax payable and to include all emoluments, benefits, guaranteed bonuses, commission earnings, inducement payments, the benefit of a company car and all other payments the applicant receives for providing services. If you provide the applicant with a company car the Salary will be deemed increased by £1000 for the purpose of calculating the fee as set out below.
4. The fee payable to the Agency by you for the introduction of an applicant is calculated as a percentage of the applicants Salary subject to a minimum fee chargeable of £700. The percentage of the employee's Salary will be as follows:
  - 15% for salaries upto £12,999
  - 17.5% for salaries of £12,999 to £17,999
  - 20% for salaries of £17,999 to £24,999
  - 25% for salaries of £24,999 and above
5. The Agency operates a Replacement Guarantee. If the employment terminates within four weeks of you accepting the appointment, we will undertake to select and present replacement applicants for the same vacancy. Upon appointment of the replacement there will be no further charge. Where, for whatever reason, you are unable to benefit from our Replacement Guarantee, credit will be granted in accordance with our Refund Guarantee.
6. If the employment terminates at any time within ten weeks of you accepting the appointment, the Agency will provide a refund in accordance with the following scale:

Weeks 1 & 2 = 100%	Weeks 5 & 6 = 60%	Weeks 9 & 10 = 20%
Weeks 3 & 4 = 80%	Weeks 7 & 8 = 40%	

**This Refund Guarantee is valid only if all the following conditions have been met:**

  - a) The invoice and any other outstanding invoices have been paid in full within 21 days of the relevant invoice date.
  - b) The Agency are notified in writing of the termination within 5 days of such termination taking place.
  - c) Termination is not caused by redundancy, unfair or wrongful dismissal.

## GENERAL TERMS APPLICABLE TO BOTH PERMANENT AND TEMPORARY STAFF

1. We make every effort to maintain high standards in the personnel we supply. Whenever practicable, we take up references before sending personnel to you. However it is essential that you satisfy yourself as to the applicants qualifications, capability, integrity and suitability to meet your job specification. The Agency accepts no liability for any loss, damage, delay, costs or expenses caused as a result of the engagement of an applicant on our introduction.
2. We do not instigate medical examinations. Such matters shall be your responsibility.
3. Nothing contained in these terms and conditions is intended to confer any rights of enforcement on any third party (including the applicant). The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions.
4. No variation of these terms is valid unless confirmed in writing by the Agency.
5. If any sum remains unpaid by its due date the Agency reserves the right to charge interest on that sum at the rate of 5% above the base rate of Barclays Bank from time to time on every day the sum remains unpaid.
6. All fees attract Value Added Tax which shall be payable in addition.
7. These terms and conditions shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

Name \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_

I have read and agree to the above terms and conditions of MediaMatch Creative Recruitment